Company Tracking Number: AR-08-001 DEN

TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental

Product Name: AR-08-001 DEN

Project Name/Number: AR-08-001 DEN/AR-08-001 DEN

## Filing at a Glance

Company: Humana Dental Insurance Company

Product Name: AR-08-001 DEN SERFF Tr Num: HUMA-125523790 State: ArkansasLH TOI: H10G Group Health - Dental SERFF Status: Closed State Tr Num: 38466

Sub-TOI: H10G.000 Health - Dental Co Tr Num: AR-08-001 DEN State Status: Approved-Closed

Filing Type: Form Co Status:

Co Status: Reviewer(s): Rosalind Minor
Authors: Erin Hermsen, Paula Disposition Date: 04/03/2008

Konop

Date Submitted: 03/19/2008 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

#### **General Information**

Project Name: AR-08-001 DEN Status of Filing in Domicile: Pending

Project Number: AR-08-001 DEN

Requested Filing Mode: Review & Approval

Date Approved in Domicile:

Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Overall Rate Impact: Group Market Type: Employer

Filing Status Changed: 04/03/2008
State Status Changed: 04/03/2008
Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Dear Sir or Madam:

We respectfully submit for your approval the attached forms. This is a new filing; the attached forms do not replace or supersede any like form previously filed. These forms are being filed for general use.

Upon approval, please notify via SERFF. If you have any questions regarding this filing, please contact through SERFF

Company Tracking Number: AR-08-001 DEN

TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental

Product Name: AR-08-001 DEN

*Project Name/Number:* AR-08-001 DEN/AR-08-001 DEN or by phone at 1-800-558-4444, extension 5976.

Sincerely,

Paula Konop

Specialty Benefits Compliance Project Analyst HUMANA DENTAL INSURANCE COMPANY

## **Company and Contact**

#### **Filing Contact Information**

Paula Konop, Contract Analyst pkonop@humana.com 1100 Employers Blvd (920) 337-5976 [Phone] Green Bay, WI 54344 (920) 339-7057[FAX]

**Filing Company Information** 

Humana Dental Insurance Company CoCode: 70580 State of Domicile: Wisconsin

1100 Employer's Blvd Group Code: 119 Company Type:
Green Bay, WI 54344 Group Name: State ID Number:

(800) 558-4444 ext. [Phone] FEIN Number: 39-0714280

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## **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: After reading general instructions it looks like the filing would be \$50.00 for the policy and

corresponding forms. If you need additional funds please let us know.

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Humana Dental Insurance Company \$50.00 03/19/2008 18799055

Company Tracking Number: AR-08-001 DEN

TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental

Product Name: AR-08-001 DEN

Project Name/Number: AR-08-001 DEN/AR-08-001 DEN

## **Correspondence Summary**

## **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Rosalind Minor	04/03/2008	04/03/2008

Company Tracking Number: AR-08-001 DEN

TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental

Product Name: AR-08-001 DEN

Project Name/Number: AR-08-001 DEN/AR-08-001 DEN

## **Disposition**

Disposition Date: 04/03/2008

Implementation Date:
Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: AR-08-001 DEN

TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental

Product Name: AR-08-001 DEN

Project Name/Number: AR-08-001 DEN/AR-08-001 DEN

Item Type	Item Name	Item Status	<b>Public Access</b>
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Statement of Variability	Approved-Closed	Yes
Form	Benefits	Approved-Closed	Yes
Form	Policy	Approved-Closed	Yes

Company Tracking Number: AR-08-001 DEN

TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental

Product Name: AR-08-001 DEN

Project Name/Number: AR-08-001 DEN/AR-08-001 DEN

## Form Schedule

#### **Lead Form Number:**

Review	Form	Form Type Form Name	Action	Action Specific	Readability	Attachment
Status	Number			Data		
Approved-	GN-70146-	Certificate Benefits	Initial		40	D HD GN-
Closed	HD BEN 3-					70146-HD
	08					BEN 3-08
						(DRAFT).pdf
Approved-	GN-70090-	Policy/Cont Policy	Initial		40	GN-70090-
Closed	HD 3-08	ract/Fratern				HD 3-08
		al				(DRAFT).pdf
		Certificate				

## Your plan benefits

We pay benefits on covered expenses as explained in the **How your plan works** section. Benefits for covered services explained below are limited to the maximum benefit shown in the **Summary of your benefits**.

### Preventive services

- 1. Oral evaluations (periodic, limited, comprehensive and problem focused) {two four} per {calendar} {plan} {year}.
- 2. Periodontal evaluations {two four} per {calendar} {plan} {year}.
- 3. Cleaning (prophylaxis), including all scaling and polishing procedures {two four} per {calendar} {plan} {year}.
- 4. Intra-oral complete series X-rays (at least 14 films, including bitewings), or panoramic film X-rays {once, twice} every {one five years}. If the total cost of periapical and bitewing x-rays exceeds the cost of a complete series of x-rays, the plan will consider these as a complete series.
- 5. Bitewing X-rays {one, two}  $set{s}$  per {calendar} {plan}{year}.
- 6. Other X-rays only to diagnose specific treatment.
- 7. Topical fluoride treatment {provided to {dependents} {covered person(s)} age {10-19} and younger}. {Service is payable once per {calendar} {plan} {year}}.
- 8. {Sealants application provided {to {dependents} {covered person{s}} age {10-19} and younger} to the occlusal surface of permanent molars that are free of decay and restorations. Service is payable {once per tooth per lifetime}.}
- 9. We will not cover preventive control programs including, but not limited to, oral hygiene instructions, plaque control, take-home items, prescriptions and dietary planning.

### **Basic services**

- 1. {Amalgam restorations (fillings) {limit to {one} per tooth in a {one, two, three} {calendar} {plan} {year} period.} Multiple restorations on one surface are considered one restoration.}
- 2. {Composite restorations (fillings) {limited to {one} per tooth in a {one, two, three} {calendar} {plan} {year}period.}{on anterior teeth Composite restorations on molar and bicuspid teeth are considered an alternate service and will be payable as a comparable amalgam filling. You will be responsible for the remaining expense incurred.} Multiple restorations on one surface are considered one restoration.}
- 3. {Pin retention in addition to an amalgam or composite restoration this is not covered as a separate *covered expense* when done in conjunction with a core build-up.}
- 4. {Recementing of inlays, onlays, crowns and bridges.}
- 5. {Repairs of {bridges}{;} {full or partial dentures}{,} {and crowns}.}
- 6. {Non-cast pre-fabricated crowns *service* on primary teeth that cannot be adequately restored with amalgam or composite restorations.}
- 7. {Space maintainers for retaining space when a primary tooth is prematurely lost. {*Services* are payable only {for *dependents* age {10-19} and younger} for the installation of the initial appliance. Separate adjustment expenses will not be covered.}}
- 8. {Fixed and removable appliances to inhibit thumb sucking and other harmful habits. {*Services* are payable only {for *dependents* age {10-19} and younger} for the installation of the initial appliance. Separate adjustment expenses will not be covered.}}
- 9. {*Emergency* care treatment for the initial *palliative* care of pain and/or injury. *Services* include *palliative* procedures for treatment to the teeth and supporting structures. *We* will consider the *service*

- as a separate *benefit* only if no other *service*, except X-rays, is provided during the same visit.}}
- 10. {Full or partial denture repair;}
- 11. {Consultation diagnostic service provided by a dentist or physician other than the practitioner providing the treatment. Coverage is limited to {one-two} consultation{s} per provider.} }
- 12. {Covered expenses incurred by *you* during a plan of treatment for any jaw joint problem, including temporomandibular joint disorder, craniomaxillary disorder, craniomandibular disorder, head and neck neuromuscular disorder or other conditions of the joint linking the jaw bone and skull.}}

## {Oral surgery services

- 1. {Extractions.}
- 2. {{Bone Smoothing;}
- 3. {Trim or Remove over growth or non vital tissue or bone;}{ or}
- 4. {Removal of tooth or root from sinus and closing opening between mouth and sinus.}}
- 5. {General anesthesia when *medically necessary* and administered by a *dentist* in conjunction with a covered oral surgical procedure.}
- 6. {We will not cover any services for orthogoathic surgery.}
- 7. *{We* will not cover any surgical or nonsurgical treatment for any jaw joint problems, including any temporomandibular joint disorder, craniomaxillary, craniomandibular disorder or other conditions of the joint linking the jaw bone and skull; or treatment of the facial muscles used in expression and chewing functions, for symptoms including, but not limited to, headaches.}
- 8. We will not cover services generally considered to be medical services.
- 9. Separate fees for pre and post operative services are not a *covered expense*.

## {Periodontic services

- 1. Periodontal scaling and root planing, available at a maximum of {once, twice} per quadrant in a {one, two, three} {calendar} {plan} {year} period.
- 2. {Periodontal surgery, available at a maximum of {once, twice} per quadrant in a {one, two, three-year} period. If more than one surgical *service* is performed on the same day, *we* will consider only the most inclusive *service* performed as a *covered service*.}
- 3. {Occlusal adjustments when performed in conjunction with periodontal surgery} {available at a maximum of {once, twice} per quadrant in a {one, two, three} {calendar} {plan} {year} period.}
- 4. Periodontal maintenance (following periodontal therapy) procedure available {twice, three times} per {calendar} {plan} year.}
- 5. Separate fees for pre and post operative care and re-evaluation within three months are not covered.

## {Endodontic services

- 1. Root canal therapy, including root canal treatments and root canal fillings procedure available to permanent teeth only, {once} per tooth in a {one, two, three}{year} period. Any X-ray, test, laboratory, exam or follow-up care is considered integral to root canal therapy.
- 2. {Apicoectomy procedure available for permanent teeth only.}
- 3. {Vital pulpotomy procedure available for deciduous (baby) teeth only.}}

## {Major/Prosthodontic services

1. {Repairs of {bridges}{;} {full or partial dentures}{,} {and crowns}.}

- 2. Denture adjustments procedure available only for adjustments done by a *dentist* other than the one providing the denture, or adjustments performed more than six months after initial installation.
- 3. Initial placement of laboratory-fabricated restorations when the tooth, as a result of extensive decay or traumatic injury, cannot be restored with a direct placement filling material. *Covered services* include inlays, onlays, crowns, veneers, core build-ups and posts{.}{,} {implant supported crowns and abutments}{.}{These *services* are covered only on permanent teeth.}
- 4. Initial placement of bridges, and full and partial dentures {only if the functioning tooth (excluding third molars or teeth not fully in occlusion with an opposing tooth or prosthesis) was extracted while *you* are covered under this plan.} *Covered expense* includes fixed bridges, removable partial dentures and full dentures. *Services* include all adjustments and relines within six months after installation {and are payable only for treatment on permanent teeth}. {*We* will not cover replacement of congenitally missing teeth.}
- 5. Replacement of bridges, partials, dentures, inlays, onlays, crowns or other laboratory-fabricated restorations. The existing major restoration or prosthesis can be replaced only if:
  - It has been at least {three, four, five} years since the prior insertion and is not, and cannot be made, serviceable;
  - It is damaged beyond repair as a result of an *accidental injury* (non-chewing injury) while in the oral cavity; or
  - Extraction of functioning teeth, excluding third molars or teeth not fully in occlusion with an opposing tooth or prosthesis, necessitates the replacement of the prosthesis.

{These services are covered only on permanent teeth.}

- 6. Denture relines or rebases {once, twice} in a {two, three, four, five} {calendar}{plan}{year} period.
- 7. We will not cover the expense incurred for pin retention when done in conjunction with core build-up.
- 8. We will not cover the replacement of any lost, stolen, damaged, misplaced or duplicate major restoration, prosthesis or appliance.}
- 9. {Covered expenses incurred by *you* during a plan of treatment for any jaw joint problem, including temporomandibular joint disorder, craniomaxillary disorder, craniomandibular disorder, head and neck neuromuscular disorder or other conditions of the joint linking the jaw bone and skull.}

## Integral service

The following *services* are considered integral to the dental *service*. A separate fee for these *services* is not considered a *covered expense*.

- 1. {Local anesthetics;}
- 2. {Bases;}
- 3. {Pulp caps;}
- 4. {Temporary dental services;}
- 5. {Study models/diagnostic casts;}
- 6. {Treatment plans;}
- 7. {Occlusal (biting or grinding surfaces of molar and bicuspid teeth) adjustments;}
- 8. {Nitrous oxide;}
- 9. {Irrigation;}
- 10. {Tissue preparation associated with impression or placement of a restoration.}

## **Benefits**

We do not cover caries susceptibility testing, lab tests, anaerobic cultures, sensitivity testing or charges for oral pathology procedures.

We do not cover services that generally are considered to be medical services except those outlined in this section.

{General anesthesia is not a *covered expense* unless it is a *medical necessity* and administered by a *dentist* in conjunction with covered oral surgical procedures outlined in this section. Patient management or apprehension is not considered a *medical necessity*.}

#### THIS IS A NON-PARTICIPATING GROUP DENTAL INSURANCE POLICY

Group Policy Number: {VARIABLE}

Issued To: {VARIABLE}

Effective Date: {VARIABLE}

This Policy is delivered in and governed by the laws of: Arkansas

{HUMANADENTAL INSURANCE COMPANY, GREEN BAY, WISCONSIN,} (hereafter called the Insurer) agrees, subject to all terms and provisions of the Policy, to pay benefits as described in the Employee's Certificate of Insurance, incorporated by reference herein with respect to each Covered Person under the Policy.

The Policy is issued in consideration of the application of the Policyholder, a copy of which is attached and made part of the Policy, and such Policyholder's payment of premiums as provided and insured under the Policy.

The Policy and the insurance it provides become effective at 12:01 A.M. (Standard Time) of the effective date stated above. The Policy and the insurance it provides terminates at 12:01 A.M. (Standard Time) of the date of termination. The provisions stated above and on the following pages are part of the Policy.

IN WITNESS WHEREOF {HumanaDental Insurance Company} has caused this Policy to be issued at the address of the Policyholder, as of the policy effective date.

[Signature]
[Gerald L. Ganoni]
[President]

## TABLE OF CONTENTS

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#### **Benefits**

The benefits applicable to the Employee's Group Insurance Plan are the benefits specified in the Employer Group Application and approved by the Insurer, shown in the Certificate of Insurance, incorporated by reference herein.

# Increases or decreases in amounts of individual employee's insurance

The Policyholder may elect that increases or decreases as specified below will be effective on the first day of the calendar month coinciding with or next following the increase or decrease, or on an immediate basis. Such election may be made on the Employer Group Application at the time the Employer becomes the Policyholder, or at such later date as may be agreed to in writing by the Insurer.

# Individual employee's changes resulting in an increase in insurance under the policy

- 1. Any Employee's change resulting in an increase in that Employee's amount of insurance under the Policy will, subject to provision #2 or #3 below, become effective on the date of change. An increase will apply to covered conditions occurring on or after the effective date of the increase. The Insurer must be notified of the change no more than {31} days following the date of change. If the Insurer is not notified within {31} days of the date of change, any additional or increased insurance will become effective on the date the Insurer receives written notification and approves the change.
- 2. If an Employee is NOT in Active Status on the date an increase in the amount of insurance is to become effective, the effective date of the increase will be deferred until the date next following the date the Employee returns to Active Status.
- 3. {If a Retired Employee is Totally Disabled on the date an increase in the amount of insurance is to become effective, the effective date will be deferred until the date the Retired Employee is no longer Totally Disabled.}

# Individual covered person's changes resulting in a decrease in insurance under the policy

1. Any change resulting in a decrease in any Covered Person's amount of insurance under the Policy will become effective on the date the Insurer approves the change. However, no such decrease will act to prejudice any existing claim incurred prior to the date of the change.

#### Selection

Amounts of insurance provided by the Policy are available only on a basis which precludes individual selection.

### **Definitions**

The Insurer shall apply the terms and meanings shown below wherever used in the Policy to determine the intent and administration of insurance benefits.

#### **Covered dependent**

Covered Dependent means a Dependent whose coverage under the Policy is in effect in accordance with the "Requirements for Insurance Coverage" provisions of the Policy.

#### **Covered person**

Covered Person means the Employee and/or the Employee's Covered Dependent(s).

#### **Insurer**

Insurer means the Insurance Company as stated on the Policy face page. The Insurer in its capacity as claims administrator has authority to make claim determination as described in section 503 of ERISA. The Insurer shall make final decisions under the Policy or Group Plan with respect to determining eligibility for coverage and paying claims for benefits, including appeals of denied claims. As claims administrator, the Insurer shall have full and exclusive discretionary authority to:

- 1. Interpret the Policy or Group Plan provisions;
- 2. Make decisions regarding eligibility for coverage and benefits; and
- 3. Resolve factual questions relating to coverage and benefits.

This in no way negates any appeal rights the insured may have.

#### Policyholder

The legal entity named as the Policyholder on the Face Page of this Policy.

#### **Subsidiaries or affiliates**

Any Employer which is a subsidiary or affiliate of the Policyholder is eligible under the Policyholder's Group Insurance Plan provided under the Policy if the following conditions are met:

- 1. The subsidiary or affiliate has been approved for coverage under the Policy, in writing, by both the Policyholder and the Insurer;
- 2. The legal relationship between the Policyholder and the subsidiary or affiliate is in conformity with all applicable laws of the state in which the Policyholder is organized;
- 3. The subsidiary or affiliate is listed in the Employer Group Application of the Policyholder, or in any amendment thereto.

An Employee of such a subsidiary or affiliate of the Policyholder shall be considered to be an Employee of the Policyholder.

A subsidiary or affiliate of the Policyholder shall cease to be eligible in the Policyholder's Group Insurance Plan provided under the Policy on the earliest of the following:

- 1. The date the legal relationship between the Policyholder and the subsidiary or affiliate is no longer in conformity with all applicable laws of the state in which the Policyholder is located;
- 2. The date the Policy terminates; or
- 3. The date the Policyholder's written notice of its intent to terminate the participation of the subsidiary or affiliate is received by the Insurer, or on any later date as may be stated in such notice.

The insurance of any Employee of a subsidiary or affiliate of the Policyholder, and the insurance of such Employee's Covered Dependents, shall immediately terminate on the date the subsidiary or affiliate ceases participation in the Policyholder's Group Insurance Plan.

## **Requirements for insurance coverage**

THE FOLLOWING PROVISIONS APPLY TO THE PLAN OF BENEFITS AS REQUESTED ON THE EMPLOYER GROUP APPLICATION BY THE POLICYHOLDER.

#### Eligibility

The Policyholder must indicate eligible classes of Covered Persons under the Policy as defined below:

- The Policyholder will indicate Employee classes which are eligible for insurance under the Policyholder's Plan in the Employer Group Application. Regular active full-time Employees, if employed by the Policyholder and paid a reasonable salary or wage, are in an eligible class. The eligible class may also include actively employed proprietors, partners, corporate officers and directors.
- 2. The Policyholder's Group Insurance Plan may provide coverage for active full-time {or retired} Employees and/or Dependents of active, full-time {or retired} Employees. {The Retiree Class will be eligible only if the Policyholder has {51} or more eligible full-time Employees in an Active Status.} No part-time or temporarily employed person may be included in an eligible class, unless the Policyholder's Employer Group Application makes specific reference that part-time or temporarily employed persons are included and is approved by the Insurer.
- 3. No Dependent may be included in an eligible class unless the Dependent's parent or spouse is an Employee covered under the Policy.

#### Date eligible

The Policyholder's Group Insurance Plan may provide one of the following as the Date Eligible for Employees, or Employees and Dependents as provided by the Policy. The Date Eligible must be elected by the Policyholder in the Employer's Group Application.

#### Immediate date eligible

- 1. Each Employee included in an Eligible Class and who is in Active Status on the effective date of this policy will be eligible under the Policy on that date, provided the Employee has completed any required Waiting period indicated on the Employer Group Application.
- 2. Each Employee included in an Eligible Class and who is in Active Status on the effective date of this Policy, and who had partially satisfied the required Waiting Period prior to the Policyholder's effective date under the Policy, will be eligible for insurance under the Policy on the first day after completion of the Waiting Period.
- 3. Each Employee who enters an Eligible Class and who is in Active Status AFTER the date the Employer becomes the Policyholder, will be eligible for coverage:
  - On the day immediately following completion of any required Waiting Period; or
  - On the Employee's date of employment, if a Waiting Period is not required.

#### Deferred date eligible

1. Each Employee included in an Eligible Class and who is in Active Status on the effective date of this Policy will be eligible under the Policy on that date, provided the Employee has completed any required Waiting Period indicated on the Employer Group Application.

- 2. Each Employee included in an Eligible Class and who is in Active Status on the effective date of this Policy, and who had partially satisfied the required Waiting Period prior to the effective date of this Policy, will be eligible under the Policy on the first day of the calendar month coinciding with or next following the date of completion of the Waiting Period.
- 3. Each Employee who enters an Eligible Class AFTER the effective date of this Policy will be eligible under the Policy on the first day of the calendar month coinciding with or next following:
  - Completion of any required Waiting Period; or
  - The Employee's date of employment, if a Waiting Period is not required.

#### **Effective date**

The Effective date provision for Employee's of the Policyholder is stated in the Employer Group Application. It may be immediately following or the first of the month following completion of the Waiting Period, if any, or if the Employee is a Late Applicant, the date approved by the Insurer; but in no event will the Employee's Effective Date be prior to the date that Employee's enrollment forms are received by the Insurer. The Employee must enroll on forms furnished and accepted by the Insurer.

If an Employee is not in Active Status on the effective date shown on the Employee's Schedule of Benefits, the Delayed Effective Date Provision applies.

- 1. Each Employee must request insurance coverage for him or herself and, if so desired, for eligible Dependents.
- 2. If the request for insurance is submitted to and approved by the Insurer BEFORE the Employee's and/or Dependent's eligibility date, insurance will become effective on the Eligibility Date.
- 3. If the request for insurance is submitted to and approved by the Insurer AFTER the Eligibility Date, but within {thirty-one} days after Employee's and/or Dependent's Eligibility Date, insurance will become effective on:
  - The date the enrollment form is received by the Insurer, if the Insurer has agreed with the Policyholder to make coverage effective on an Immediate Date Eligible basis; or
  - The first day of the calendar month coinciding with or next following the date the Insurer approves coverage, if the Insurer has agreed with the Policyholder to make coverage effective on a Deferred Date Eligible basis.
- 4. If the request for insurance is submitted to the Insurer MORE THAN{ thirty-one} days after the Employee's or eligible Dependent's Eligibility Date, the Employee or Dependent is a Late Applicant. The Effective Date of Insurance will be the date designated by the Insurer.

#### **Termination of insurance**

Termination of the Covered Person's insurance will occur on the first day of the calendar month following the date the first of the following events occurs with respect to the Policyholder's Group Insurance Plan.

- 1. The Policyholder no longer satisfies the minimum Underwriting and Participation Requirements of the Insurer, as specified on the Employer Group application.
  - The Insurer reserves the right to waive or modify the Underwriting and Participation Requirements.
- 2. The Policyholder, acting with the knowledge and written consent of the Insurer, deletes an Optional Benefit under the policy from the Policyholder's Group Insurance Plan. Termination will occur with respect to such deleted Optional Benefit Coverage.
- 3. The Policyholder, acting with the knowledge and written consent of the Insurer, deletes an eligible class of Covered Persons from the Policyholder's Group Insurance Plan. Termination will occur only with respect to Covered Persons included in the terminated class.
- 4. The Policyholder fails to remit premium when due, except that coverage is continued during the Grace Period applicable to the due but unpaid premium. The Policyholder will be required to pay premium for the grace period.
- 5. The Policyholder may terminate this Policy by giving written notice to the Insurer not later than thirty days prior to the desired termination date.
- 6. The Policyholder may, with the consent of the Insurer, terminate participation under any provisions of the Policy. Termination will occur on a date mutually agreeable to the Policyholder and the Insurer.
- 7. The Insurer may terminate this Policy by giving written notice to the Policyholder not later than {thirty-one} days prior to the termination date. Termination will not prejudice a claim incurred prior to the termination date.

Upon termination of this Policy, it is the Policyholder's responsibility to notify all Employees insured under this Policy of such termination. If a Policyholder requires contributions toward the payment of insurance premiums from the Employees covered through the Employer, the Policyholder is obligated to refund to the Employees the portion of the contribution, if any, which the Policyholder collected for any period of time following the termination of the Policy.

## **General provisions**

#### **Entire contract**

The Policy, Employer Group Application of the Policyholder, and individual applications constitute the entire contract between parties.

All statements made by the Policyholder or by any Covered Person will be deemed representations and not warranties.

#### Certificates

The Insurer will issue to the Policyholder, for delivery to each covered Employee, an individual certificate setting forth a statement of the insurance protection to which the Employee is entitled, to whom benefits are payable under the Policy.

#### Information to be furnished

The Policyholder will furnish the Insurer information required to enable the Insurer to administer the provisions of the Policy and to determine the premiums to be charged. All of the Policyholder's records which have a bearing on the insurance provided under the Policy will be available for inspection by the Insurer when and as often as required.

#### **Modification of policy**

- 1. This Policy may be modified at anytime by written agreement between the Insurer and the Policyholder without consent of any Employee or Beneficiary.
- 2. This Policy may also be amended by the Insurer at anytime without the consent of the Policyholder. The Policyholder will be notified of such amendment, in writing, at least thirty-one days prior to its effective date. Payment of premium beyond the effective date of the endorsement constitutes the Policyholder's consent to amendment.
- 3. No modification will be valid unless approved by the {President,} {Vice-President,} {Secretary,} { or other authorized officer} of the Insurer.
- 4. No agent has authority to modify the Policy or waive any of the Policy provisions, to extend time for premium payment, or bind the Insurer by making any promise or representation.

#### **Sequence of the policy**

The Policy follows a letter-number sequence. It is not necessary that the Policy include all letters or numbers in complete sequence to be correct.

#### **Premiums**

#### Premium rate change

The Policy premiums will be calculated as specified in the "Premium Computation" section below. The Insurer reserves the right to change any premium rate when the:

- 1. Terms of the Policy are changed;
- 2. Policyholder changes the terms of this Policy with the written consent of the Insurer; or

3. Insurer provides written notice to the Policyholder that rates are to be changed not later than {thirtyone} days prior to the change in premiums.

#### **Premium computation**

- 1. The first premium is due on this Policy's effective date. Subsequent premiums are due on the {first day of each calendar month} thereafter. The required premium due on each premium due date is the sum of the premiums for all covered Employees under this Policy. All premiums are payable to the Insurer at the Insurer's address.
- 2. If an individual's insurance coverage or policy benefits are modified other than on a premium due date, the change in premium resulting from the modification will become effective as follows:
  - $\{\{\text{Small Employer Group}\}\}$   $\{\{\text{Group with }2-99\}\}\}$   $\{\{\text{eligible}\}\}$   $\{\{\text{enrolled}\}\}$  employees the change in premium will be effective on the date the change in coverage becomes effective}\}.
  - {{Large Employer Group} {Group with over 99} {eligible} {enrolled} employees:
    - If the change is effective on or before the 15th of the month, the change in premium will be effective on the first of the month during which the change in coverage is effective;
    - If the change is effective after the 15th of the month, the change in premium will be effective on the first of the month following the effective date of change in coverage.}

{To determine the applicable employer group size for premium changes please reference the Small Employer definition on the Employer Group Application.}

3. If premiums are due for the Insurer or premium refunds are due for the Policyholder or Employee as a result of clerical error in the reporting of data to the Insurer, all premiums or refunds will be calculated at the current rate of premium payment, limited to a maximum period of {six} months.

{The effective date of a change in premium will only vary from the above upon mutual written agreement between the policyholder and us.}

#### **Grace period**

A grace period of {thirty-one} days will be allowed to the Policyholder for the payment of each required premium due after the first premium. The Policy will remain in force during the grace period. If the required premium is not paid by the end of the {31} day grace period, the Policy will terminate. The Policyholder will be required to pay premium for the grace period.

#### **Unpaid premium**

Any premium due and unpaid or covered by any note or written order may be deducted from the claim payment of an eligible claim under the Policy.

#### [Discounted Premium Disclosure

From time to time, We may offer prospective [or renewing] Policyholders discounted premium for the selection of multiple lines of coverage with Us.]

#### **Return of premium**

- 1. The Insurer reserves the right to rescind coverage on one or all Employees due to misrepresentation or fraud on an application form.
- 2. If on the date coverage is rescinded no dental claims have been paid under the Policy, the Insurer will return to the Policyholder or Employee all premiums paid for such coverage.
- 3. If on the date coverage is rescinded dental claims have been paid under the Policy, the Insurer reserves the right to deduct an amount equal to the amount of such dental claims paid from the premiums returned to the Policyholder or Employee.

Company Tracking Number: AR-08-001 DEN

TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental

Product Name: AR-08-001 DEN

Project Name/Number: AR-08-001 DEN/AR-08-001 DEN

## **Rate Information**

Rate data does NOT apply to filing.

Company Tracking Number: AR-08-001 DEN

TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental

Product Name: AR-08-001 DEN

Project Name/Number: AR-08-001 DEN/AR-08-001 DEN

## **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Certification/Notice Approved-Closed 04/03/2008

Comments: Attachment:

Certification of Compliance HDIC.pdf

**Review Status:** 

Satisfied -Name: Application Approved-Closed 04/03/2008

Comments:

GN-72001-BL 1/2008 Approved 1-11-08

GN-72001-DP4 1/2008 GN-72001-FS 1/2008 GN-72001-GN2 1/2008 GN-72001-HA 1/2008

GN-72001-HD2 1/2008

GN-72001-MD1 1/2008

GN-72001-SP 1/2008

GN-72001-VL 1/2008

GN-72001-VS1 1/2008

GN-72001-WV1 1/2008

AR-72001-AA 1/2008

AR-72000 1/2008 Approved 1-16-08

AR-71002 1/2008 Approved 1/10/08 AR-71003 1/2008 Approved 1/10/08 AR-80124 8/2007 Approved 9/20/07

GN-80123-NW-SG 7/2007 Approved 9/20/07

AR-80123-BP 8/2007 Approved 9/20/07 GN-80123-VS 7/2007 Approved 9/20/07

**Review Status:** 

Satisfied -Name: Statement of Variability Approved-Closed 04/03/2008

Comments: Attachment:

Created by SERFF on 04/03/2008 12:29 PM

SERFF Tracking Number: HUMA-125523790 State: Arkansas

Filing Company: Humana Dental Insurance Company State Tracking Number: 38466

Company Tracking Number: AR-08-001 DEN

TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental

Product Name: AR-08-001 DEN

Project Name/Number: AR-08-001 DEN/AR-08-001 DEN

Statement of Variability 1-08 (DRAFT).pdf

TO: State of Arkansas
Office of the Commissioner of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

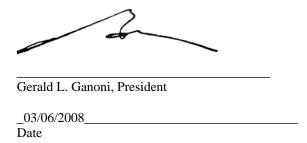
FORM: GN-70090-HD 3-08 GN-70146-HD 1-08

Statement of Variability 1-08

#### CERTIFICATION OF COMPLIANCE Arkansas Rule and Regulation 19

I, Gerald L. Ganoni, an officer of HumanaDental Insurance Company, hereby certify that I have authority to bind and obligate the company by the filing of this form. I further certify that, to the best of my knowledge, information and belief:

- (a) The accompanying form as identified above does comply with all applicable provisions of the Arkansas Rule and Regulation 19; and
- (b) The form does meet the Flesch reading ease test for a score of 40 for all applicable policies, certificates and certificate riders unless the Commissioner of Insurance of the State of Arkansas requires a lower score;



Individual responsible for this filing:

Paula Konop Human Insurance Company Green Bay, WI 54344 Telephone 1-800-558-4444, Ext.5976 E-mail: pkonop@humana.com

## **Statement of Variability**

- All demographic information remains variable text. This information does not impact the benefits of the product, but is merely used as a form of identification in the course of product administration.
- All numbers are variable. Numbers within a provision determined by the laws of the governing jurisdiction will be varied only within the confines of the law.
- Bracketed text within the certificate may be adjusted, or omitted.
- The Waiting Period Options (for Employee and Employer) give alternate text to appear under Waiting Periods (GN-70146-HD SCP and GN-70146-HD SCI), as applicable for the product design chosen.
- The Summary of Your Benefits Variable Options give alternate benefit ranges and covered service options to appear under Summary of Your Benefits (GN-70146-HD SCP and GN-70146-HD SCI), as applicable for the product design chosen.
- We also reserve the right to amend the attached to fix any minor typographical errors we may have neglected to find prior to submitting to your department, and to amend the language to clarify the intent within the confines of the law.

## **Waiting Period Options - Employee**

{If you are a late applicant the following waiting periods will apply:

- **1.** {{3} months for Preventive Services;}
- 2. {{3} months for Basic Services;
- **3.** {{6} months for Major Services; {and}
- 4. {{ 0-24} months for Orthodontic Services.} }

{If you are a late applicant, there is a { 0-24}-month waiting period before you are eligible for coverage for all services except {Preventive} {and Basic}.}

{If a you enroll timely, {Preventive} {Basic} {Major} {and} {Orthodontic} Services may be subject to a {0-24}-month waiting period before you are eligible for coverage. {This {0-24}-month waiting period can be decreased by the amount of time you had prior dental coverage immediately before your coverage with us.} {Please call us if you have any questions about the waiting periods that applies to you.}}

{Each *member* added after the effective date of the *policyholder* is subject to a separate { 0-24} month waiting period.}

{Each dependent added after the effective date of the employee is subject to a separate { 0-24} month waiting period.}

#### **Preventive Services:**

{There are no waiting periods for Preventive Services.}

{The Late Applicant waiting period applies to Preventive Services.}

{If you are a late applicant, you must be insured under this policy for a period of { 0-24} continuous months before Preventive Services will be covered.}

#### {Basic Services:}

{There are no waiting periods for Basic Services.}

{The Late Applicant waiting period applies to Basic Services.}

{Basic Services {are} {are not} payable on your effective date of coverage.}

{You must be insured under this policy for a period of { 0-24} continuous months before Basic Services will be covered.}

{If you are a  $late \ applicant$ , you must be insured under this policy for a period of { 0-24} continuous months before Basic Services will be covered.}

#### {Major Services}

{Major Services {are} {are not} payable on *your* effective date of coverage.}

{No waiting period applies to Major Services.}

{You must be insured under this policy for a period of { 0-24} continuous months before Major Services will be covered.} {Endodontic services are only subject to the waiting period if you are a late applicant.} {If you are a late applicant, you must be insured under this policy for a period of { 0-24} continuous months before Major Services will be covered.}

#### **{Orthodontic Services:}**

{Orthodontic Services {are} {are not} payable on *your* effective date of coverage.} {No waiting periods apply to Orthodontic Services.}

 $\{You \text{ must be insured under this policy for a period of } \{0-24\} \text{ continuous months before Orthodontic Services will be covered.} \}$ 

{If you are a late applicant, you must be insured under this policy for a period of  $\{0-24\}$  continuous months before Orthodontic Services will be covered.}

## **Waiting Period Options Employer**

{If a *member* is a *late applicant* the following waiting periods will apply:

- **1.** {{3} months for Preventive Services;}
- **2.** {{3} months for Basic Services;
- **3.** {{6} months for Major Services; {and}
- 4. {{ 0-24} months for Orthodontic Services.} }

{If a *member* is a *late applicant*, there is a { 0-24}-month waiting period before they are eligible for coverage for all *services* except {Preventive} { and Basic}.}

{If a *member* enrolls timely, {Preventive} {Basic} {Major} {and} {Orthodontic} Services may be subject to a { 0-24}-month waiting period before they are eligible for coverage. {This { 0-24}-month waiting period can be decreased by the amount of time the *member* had prior dental coverage immediately before their coverage with *us*.} {Please call *us* for the waiting period that applies to those *dependents*.} }

#### **Preventive Services:**

{No waiting periods apply to Preventive Services}

#### **Basic Services:**

{No waiting periods apply to Basic Services}

{If a *member* is a *late applicant*, they must be insured under this policy for a period of { 0-24} continuous months before Basic Services will be covered.}

{Each dependent added after the effective date of the employee is subject to a separate { 0-24} month waiting period.}

{Each *member* added after the effective date of the *policyholder* is subject to a separate { 0-24} month waiting period.}

## **Employer Waiting Periods Cont..**

#### **Major Services**

{The following criteria is used to determine the waiting periods that may apply to *members* covered under this policy:}

{For Major Services, coverage is effective as follows:

If you had { 0-24} months of continuous dental coverage immediately prior to your effective date with us, coverage is effective on your effective date.

If you did not have { 0-24} months of continuous dental coverage immediately prior to your effective date with us, coverage is effective { 0-24} months after your effective date. }

{Each *member*, including a *late applicant*, added after the group's effective date under this policy MUST be insured under this policy for a period of { 0-24} consecutive months before Major Services will be covered.}

{For Major Services, coverage is effective as follows:

Groups with fewer than {10} dental lives with no prior dental coverage, coverage is effective { 0-24} months after the effective date of coverage.

Groups with fewer than {10} dental lives with prior dental coverage, coverage is effective on the effective date of coverage.

Groups with more than {10} dental lives with or without prior dental coverage, coverage is effective on the effective date of coverage.}

{Each *member*, including a *late applicant*, added after the group's effective date under this policy must be insured under this policy for a period of { 0-24} continuous months before Major Services will be covered.}

## **Employer Waiting Period cont.**

#### **Orthodontic Services**

Orthodontia coverage is effective as follows:

If {the *dependent* child} {you} had { 0-24} months of continuous orthodontic benefits under the prior dental plan, and coverage did not lapse between the prior plan and {the *dependent's*} {your}effective date with this plan, then the effective date of orthodontic coverage is the effective date of this plan.

If {the *dependent* child} {*you*} did not have { 0-24} months of continuous orthodontic benefits under the prior dental plan, or there was a lapse in coverage between the prior plan and {the *dependent's*} {*your*} effective date with this plan, {the *dependent*} {*you*} must be insured under this plan for a period of { 0-24} consecutive months before services will be covered.}

Orthodontia coverage is effective as follows:

Groups with fewer than {10} dental lives with no prior orthodontia coverage--orthodontia coverage is effective { 0-24} months after the effective date of coverage.

Groups with fewer than {10} dental lives with prior dental and orthodontia coverage--orthodontia coverage is effective on the effective date of coverage.

Groups with fewer than {10} dental lives-orthodontic coverage is effective { 0-24} months after the effective date of the covered *dependent* added after the effective date of *your* Policy.

Groups with more than {10} dental lives--orthodontia coverage is effective on *your* effective date of coverage.}

## **Summary of Your Benefits Variable Options**

#### Individual Calendar Year, Plan Year, or Lifetime Maximum Benefit:

\$200 to unlimited

#### Individual Calendar Year, Plan Year, or Lifetime Deductible:

\$0 to \$1,000

#### **Maximum Family Deductible:**

\$0 to \$1,000

#### Orthodontic Calendar Year, Lifetime Deductible:

\$0 to \$1,000

#### **Individual Lifetime Orthodontic Maximum Benefit:**

\$50 to \$4,000

#### **Coinsurance:**

0% to 100%

The following descriptions may or may not be included, may be adjusted between categories (Preventive, Basic or Major), and/or may be updated based on ADA industry changes. Additional titles for covered services may be created as may be required to reflect the level of detail for coverage as needed.

#### **Covered Services:**

Routine prophylaxis Non-surgical extractions Amalgam restorations Topical fluoride Routine extractions Dentures relines/rebases

Sealants Surgical extractions Partials & dentures repairs & adjustments

X-Rays Surgical removal residual root Non-cast prefabricated crowns Partial or complete dentures

Bitewing X-rays Oral surgery

Periapical X-rays Endodontics (root canals) Fixed bridgework Panoramic X-rays Removable bridgework Periodontics (gum disease) Periodontic adjunctive services Stainless steel crowns Periodontic surgical services

Complete intra-oral X-ray series Orthodontics Inlays & onlays Oral examinations Crowns General anesthesia Space maintainers Emergency care IV sedation

Non-surgical Extractions Fixed prosthodontics Composite restorations Emergency exam Palliative care for pain relief Removable prosthodontics Periodontic Examinations Periodontic Cleaning/Root Periodontic Adjunctive Services

**Planing** 

Non-surgical residual root Harmful habit & thumb sucking

appliances removal Crown Repairs Consultations

Injection of antibiotic drugs Pulp Capping \*\*only the late applicant waiting period will apply to this service.

Fillings (amalgam and composite

Restorations) **Bridge Repairs** 

Temporomandibular Joint Disorder (TMJ)